



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-12

For the meeting of: April 5, 2016

Date: March 9, 2016

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services – Mental Health *AL for AG*

Subject: Master Services Agreement (MSA) with Relias Learning, Limited Liability Company (LLC) and Amendment to MSA with Relias Learning, LLC

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Master Services Agreement and related Purchase Schedule between Department of Health and Human Services (DHHS) – Mental Health and Relias Learning, LLC for the term April 1, 2016 to March 31, 2019;
2. Authorizes the Chair to sign three (3) originals of the Purchase Schedule between Department of Health and Human Services (DHHS) – Mental Health and Relias Learning, LLC for the term April 1, 2016 to March 31, 2019;
3. Approves and authorizes the Chair to sign three (3) originals of the Contract Amendment between DHHS – Mental Health and Relias Learning, LLC for the term April 1, 2016 to March 31, 2019.
4. Authorizes the Director of DHHS-Mental Health to sign subsequent amendments or documents related to the Master Services Agreement, Purchase Schedule, and Amendment on behalf of Humboldt County; and
5. Directs the Clerk of the Board to return two (2) signed originals of the Master Services Agreement and related Purchase Schedule, two (2) signed originals of the Amendment, and one (1) copy of the Board motion to the DHHS-Contract Unit for transmittal to DHHS – Mental Health.

Elvira Schwarz

Prepared by Elvira Schwarz, Administrative Analyst II

CAO Approval

REVIEW:

Auditor MSA

County Counsel Sm

Human Resources KH

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

- Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
- Nays
- Abstain
- Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: April 5, 2016

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The agreement with Relias Learning, LLC is for online training that can be customized for DHHS-Mental Health staff's unique training needs. Relias Learning, LLC requested to retain the integrity of their Master Services Agreement vendor template but agreed to incorporate DHHS-Mental Health's required language and special provisions for Medi-Cal funding as an amendment to the agreement. For this reason, the agreement and amendment are brought before the Board at the same time.

Utilizing the Relias Learning Management System at Mental Health will improve training content and curriculum and make administering trainings more efficient through reducing the time associated with organizing trainings and tracking participation. Key features include assigning curricula and tracking and reporting of training data. The Relias Learning Management System will allow Mental Health to create training plans for different roles, locations, selected work groups or all staff. It will help the Mental Health inpatient staff meet their training requirements of forty eight hours per year. It can be used to test and evaluate specific on-the-job skills and will help increase compliance rates. New DHHS-Mental Health staff will be enrolled automatically and email alerts will be sent to keep them aware of the requirements as deadlines approach. Escalation alerts will also be sent to staff as well as managers, providing ample time to act before problems with non-compliance arise. Built in tracking, testing and reporting tools will assure that initial, annual and recurring training needs are automatically reassigned, which saves time and ensures that ongoing mandatory training requirements are met.

The training tool will improve new hire orientation as an entire collection of trainings specific to staff roles can be assigned. Supervisors can designate due dates for each training so staff moves progressively through their training and have it completed in an appropriate time-frame. The system can be used to push out specific documents including guidelines, PowerPoint presentations, policies & procedures or memos to confirm that staff has reviewed them.

Relias Learning, LLC has an extensive Behavioral Health Essentials training library with courses written by industry experts and accredited through international and state accrediting bodies. Their libraries feature video, audio, in-course quizzes, and more to keep staff engaged and trained. Access to the library will complement the existing internal training resources at Mental Health.

Currently, Mental Health is using a combination of methods and resources to meet training needs. Having an online learning management system in place will complement live trainings and streamline efforts to administer trainings and collect training outcome statistics. It is anticipated that the system will help increase overall staff efficiency as it allows staff the flexibility to fit trainings into their work schedule and take them at their desks. Furthermore, it will increase efficiency by eliminating duplicate data tracking currently done on the program level, by Quality Improvement and/or Employee Services. Relias will bring all efforts into one electronic system.

DHHS-Mental Health issued a request for information (RFI). Relias Learning, LLC was the only vendor that could meet the needs of DHHS-Mental Health.

The agreement calls for a maximum cost increase of 5% in subsequent years. DHHS-Mental Health addressed the cost issue and requested a lower rate, but Relias Learning, LLC was unwilling to negotiate a lower rate.

DHHS-Mental Health recommends that the Board approves the Master Services Agreement and Amendment between DHHS–Mental Health and Relias Learning, LLC for the term April 1, 2016 to March 31, 2019, and authorizes the Director of DHHS-Mental Health to sign subsequent amendments or documents related to the Master Services Agreement on behalf of Humboldt County; and direct the Clerk of the Board to return the signed documents; and one (1) copy of the Board motion to the DHHS-Contract Unit for transmittal to DHHS – Mental Health.

FINANCIAL IMPACT:

The Master Services Agreement with Relias Learning will be in effect for 36 months, beginning April 1, 2016. Annual subscription total for the period 4/1/2016 to 3/31/2017 is \$32,425.90 (including a one-time set-up fee of \$2,500.00). The maximum total amount of the 36 month agreement is \$ 96,841.40. Source of funding for this agreement is Mental Health Services Act, Workforce Education and Training. This expenditure has been included in the approved Mental Health Administration budget unit 1170-424 for FY 2015-16 and will be included in proposed FY 2016-17 budget for DHHS-Mental Health. There is no impact on the county General Fund.

Approval of the agreement supports the Board’s Strategic Framework by enhancing training and education support structures through developing core competencies of the Mental Health workforce. This will help staff better understand the complex needs of families, address client and cultural diversity, as well as comprehend and apply state and federal requirements that govern the delivery of Mental Health services, which in turn will improve providing community-appropriate levels of service and protect vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the agreement with Relias Learning. This is not recommended because online learning management tools will help DHHS-Mental Health to maintain compliance with training obligations needed to meet state and federal audit requirements as well as to optimize its operations to enhance cost-effectiveness.

ATTACHMENTS:

- Attachment 1: Master Services Agreement and Purchase Schedule (3 originals)
- Attachment 2: Amendment (3 originals)



Purchase Schedule

Humboldt County Health & Human Services
507 F Street
Eureka, California 95501

The term of this agreement is: 36 Months

Method of Payment (Check One): ACH* Check**

Billing Frequency: Annually

The Subscription Start Date is: 4/1/2016

Name	Subscription Type	Subscription Metric	Subscription Quantity
RLMS Portal	License	Per User	250
Behavioral Health 505	Library	Per Employee	250

Software – List Price

\$29,925.90

Year 1 Annual Subscription Total

\$29,925.90

Service	Metric	Quantity	Price
Health and Human Services Site Setup - Basic	Flat Fee	1	\$2,500.00

Professional Services – List Price

\$2,500.00

Professional Services Total

\$2,500.00

Due Upon Receipt of Invoice

\$32,425.90

PRICING EXPIRES IF NOT EXECUTED BY 4/12/2016

This Purchase Schedule is subject to the terms and conditions of the MSA (hereinafter defined)


RELIAS || LEARNING

CUSTOMER SIGNATURE PAGE

This Agreement (as hereinafter defined) is entered into between Relias Learning LLC ("Company") and the customer identified in the signature block below ("Customer"), effective as of April 1, 2016 ("Effective Date"). This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of certain services as more fully described herein and in each Ordering Document.

By signing below, the Customer acknowledges that they have read and understood the Agreement and agree to be bound by all the terms and conditions contained therein.

RELIAS LEARNING LLC:

Signature: 
Name: MARK BEUTZ
Title: COO

Date: 3/11/16

Address:
111 Corning Road, Suite 250
Cary, NC 27518

COUNTY OF HUMBOLDT:

By:  Date: 4-5-16 Mark Lovelace, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 3/10/14
Risk Management

LIST OF EXHIBITS:

- Exhibit A – Special Provisions for Medi-Cal Funding
- Exhibit B – Scope of Work
- Exhibit C – Pricing Table

RELIAS || LEARNING

Customer Liaison Contact

Name: Paul Bugnacki

Title: Senior Program Manager

Email: pbugnacki@co.humboldt.ca.us

Phone: (707) 268-2968

Customer Billing Contact

Name: Melissa Chilton

Title: Budget Specialist

Email: mchilton@co.humboldt.ca.us

Phone: (707) 441-5446

Address: 720 Wood St., Eureka, CA 95501

Address: 507 F St., Eureka, CA 95501

MASTER SERVICES AGREEMENT
eLearning Services

1. KEY DEFINITIONS

"Agreement" or **"MSA"** means this Master Services Agreement, Purchase Schedule(s), Statement(s) of Work and such other documents, attachments and exhibits that the parties' authorized representatives mutually agree to in writing.

"Purchase Schedule" means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms.

"Statement of Work" or **"SOW"** means the document(s) executed by the parties from time to time, which incorporates by reference the terms of this Agreement and is used in lieu of a Purchase Schedule to describe a set of work, timeline, and cost estimate for Professional Services.

"Ordering Document" means a Purchase Schedule or SOW, as applicable.

"LMS" means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.

"Content" means materials provided or posted by Company in connection with the Subscription Services, including training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

"Subscription Services" means collectively the LMS Software and any purchased Content accessed through the Site.

"Site" means the web interface at a URL designated by Company.

"Professional Services" means consulting, implementation, training or other professional services to be performed by the Company described in the attached Implementation Level document, or in one or more additional Ordering Documents mutually agreed to by the parties in writing.

"Project Manager" means the implementation consultant assigned by Company to manage the creation and implementation of the Subscription Services for Customer.

"Users" means those persons who (a) have been authorized by Customer to access and use the Subscription Services for training and education purposes; (b) have complied with any registration requirements reasonably required by Company and have been issued a personal and unique User ID and Password to access and use the Subscription Services. Only current employees and independent contractors of Customer are eligible to be "Users".

"Subscription Metrics" means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Customer's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

2. USE RIGHTS

2.1 Grant of Use. Subject to the terms of the Agreement, Company grants to Customer the right to access and use the LMS and, if purchased, all Content described in the Purchase Schedule, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training

purposes only, and may download or print one (1) copy of each page of Content only.

2.2 Authorized Users. Customer shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the LMS. Customer agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Purchase Schedule. Company will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

2.3 Acceptable Use. Customer and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Customer further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

2.4 Restrictions. Customer shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the LMS, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS; or modify, adapt, translate or otherwise make any changes to the LMS or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

3. SUBSCRIPTION SERVICES

3.1 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third party. User access to the Subscription Services is provided through the Site. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications infrastructure network with adequate bandwidth.

3.2 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events

where notice is provided to Customer, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.3 Content. Content purchased, if any, shall be provided by Company in the LMS. Customer is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

3.4 Administrator. Customer shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the administrator shall be able to train and support Users on the use of the Subscription Services ("**Administrator**"). The Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

3.5 Passwords. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Customer is entirely responsible for any and all activities that occur under its account. Customer shall immediately notify Company of any unauthorized use or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

3.6 Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity and legality of data, Modified Content, and Proprietary Content uploaded in the LMS by Customer. Customer shall own, subject to the provisions of section 7, or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it develops or uploads for use in the LMS. Customer authorizes Company and the data center to serve as the host and repository for the data Customer enters into the LMS.

3.7 Changes. Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes.

4. PROFESSIONAL SERVICES

4.1 Statements of Work; Change Orders. Company will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

4.2 Cooperation. Customer shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Customer acknowledges that Company's performance is dependent upon the timely and effective completion of Customer's responsibilities hereunder and Customer's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

5. FINANCIAL TERMS.

5.1 Fees and Payment Terms; Taxes. Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12)

month period, modify the fees for Subscription Services upon sixty (60) days written notice. Unless otherwise specified in the Ordering Document, payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all services hereunder upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes. Customer agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

5.2 Subscription Metrics. Customer understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Purchase Schedule, the quantity(ies) of Subscription Metrics provided in the initial Purchase Schedule represent minimum amounts that Customer has committed to for the Subscription Service Term (as defined in section 10.2). Additional Subscription Metrics must be purchased in units of ten (10) in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term of the applicable Purchase Schedule. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

5.3 Professional Services. Additional Professional Services may be provided on a time and materials ("**T&M**") basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in a duly executed Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Purchase Schedule. Hours that are not used or have expired are non-refundable.

5.4 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

6. CONFIDENTIALITY.

6.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. "**Confidential Information**" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

6.2 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure

(to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.3 The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate agreement or similar agreement. Customer warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

7. OWNERSHIP.

7.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

7.2 **Subscription Services.** Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works (subject to the provisions of section 7.5) and copies thereof.

7.3 **Professional Services.** Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7.4 **Enforcement.** Customer shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Customer shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

7.5 **Modified Content; Proprietary Content.** Certain Users designated by Customer may have authority to modify portions of the Content to meet certain of Customer's needs or requirements ("**Modified Content**") or to create unique content to meet certain of Customer's needs or requirements ("**Proprietary Content**"). In the case of Modified Content, Customer shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, Customer shall own the Proprietary Content created by authorized Users.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 **LMS.** Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. "**Documentation**" means the LMS User instructions, release notes and on-line help files in the form generally made available by Company to its customers, as updated from time to time by Company. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Customer to, and replicable by, Company ("**Errors**"), Company shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify Company in writing of its claim. Provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Customer may terminate the affected Subscription Services, and Customer will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the Subscription Services, Customer waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused

by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Customer's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Customer deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

8.3 **Professional Services.** Company warrants that the Professional Services will be performed in a workmanlike manner. As Customer's exclusive remedy for any claim under this warranty, Customer shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Customer's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

8.4 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, CONTENT, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL MODIFIED CONTENT AND PROPRIETARY CONTENT AND SHALL BE SOLELY LIABLE FOR ALL USE OF MODIFIED CONTENT AND PROPRIETARY CONTENT BY ITS USERS.

CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, COMPANY CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ANY USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CUSTOMER FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. CUSTOMER ACCEPTS ALL

LIABILITY FOR SUCH DIAGNOSIS OR TREATMENT. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND USERS FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. INDEMNIFICATION. Customer shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (an "Indemnified Party") harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Indemnified Party arising out of, or in connection with (a) any Subscription Services User or other third party claim, (b) any material breach by Customer or any User of any of the terms of this Agreement; or (c) any use or reliance by Customer or any User of any Content, Modified Content, or Proprietary Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or an Indemnified Party arising out of, or relating to, the use of or reliance by Customer or any User on any Content, Modified Content or Proprietary Content.

10. TERM AND TERMINATION.

10.1 Agreement Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

10.2 Subscription Services Term. The initial term of Subscription Services commences on the date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the "**Subscription Services Term**".

10.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of section 5.1 which shall have a ten (10) day cure period; or (ii) in the event of institution of

bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

10.4 Partial Termination. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

10.5 Effect of Termination. Following termination of this Agreement (for whatever reason), Customer shall certify that Customer has returned or destroyed all copies of the Content, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Customer acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Customer data after three months of the expiration or termination of Subscription Services.

Termination for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable Ordering Documents, Customer shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10.6 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: sections 1, 5, 6, 8, 9, 10 and 11.

11. GENERAL PROVISIONS.

11.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services upon ten (10) days written notice to Customer in the event Customer is in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

11.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Customer's prior written consent.

11.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Customer's approval. Customer may not assign or transfer this Agreement without Company's prior written consent.

11.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or

hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

11.6 Compliance. Company reserves the right to utilize data stored by Customer in the LMS to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Customer.

11.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

11.8 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.10 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

11.11 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Customer's purchase order or other business processing document shall have no effect.

11.12 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.

11.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

11.14 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

11.15 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

11.16 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the LMS is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the LMS is commercial computer software and documentation developed exclusively at private expense and are furnished as

follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."

RELIAS | LEARNING

Contract Amendment (“Amendment”)

Relias Learning LLC (“Company”) and Humboldt County Health & Human Services (“Customer”) are parties to an eLearning Master Services Agreement with a Subscription Start Date of April 1, 2016 (the “Agreement”).

Effective as of _____ (“Amendment Effective Date”), for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The following underlined language is added to Section 5.1:

“...Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days written notice, provided that such modification shall not exceed a rate of five percent (5%) per twelve (12) month period... Unless expressly provided otherwise, prices do not include taxes. Customer agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement, applicable to Customer. Company acknowledges that Customer is a political subdivision of the State of California and is tax exempt pursuant to 26 United States Code Section 115.”

2. Section 5.2 is deleted in its entirety and replaced with the following language:

“5.2 Subscription Metrics. Customer understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Purchase Schedule, the quantity(ies) of Subscription Metrics provided in the initial Purchase Schedule represent minimum amounts that Customer has committed to for the Subscription Service Term (as defined in section 10.2), and (iii) there shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term (subject to the below defined Public Funding Contingency). Company agrees to negotiate a reduction, including up to a complete termination of the Agreement in accordance with Section 18 of Article XVI of the California Constitution, in the current Subscription Metric if (x) there is a severe reduction in the amount of public funds available to Customer, and (y) Customer provides Company with thirty (30) days written notice and documentation of that reduction in a form deemed acceptable by Company (“Public Funding Contingency”). Additional Subscription Metrics must be purchased in units of ten (10) in the event actual use exceeds the licensed quantity, at a negotiated fee. Additional Subscription Metrics, if any, are prorated for the remainder of the then current Subscription Services Term of the applicable Purchase Schedule.”

3. The following language is added to Section 9:

“Company shall indemnify and hold harmless Customer and its principals, officers, directors, agents, and employees (the “Customer Indemnified Parties”), and at Company’s option, either defend Customer Indemnified Parties or pay their attorney’s fees and court costs, from any loss, cost, damage, or expense incurred by Customer that is finally awarded by a court of law to any third party as a result of a claim alleging that the Subscription Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from: (i) a modification of the Subscription Services as delivered to Customer, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by Customer in a manner inconsistent with the documentation or instructions provided by Company

or otherwise in breach of this Agreement. The indemnification made hereunder is solely provided upon the following conditions: (i) Company controls any settlement or any suit or claim indemnified hereunder and Company's prior written approval is obtained prior to any settlement by Customer; (ii) Company is promptly informed of any third party claim indemnified hereunder; and, (iii) Customer ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement."

4. The following language shall be added (underlined) to and deleted (strikethrough) from Section 11.4:

"Neither party ~~Company~~ may assign this Agreement and any or all of its rights and obligations herein without the other party's approval prior written consent, which may not be unreasonably withheld. Customer may not assign or transfer this Agreement without Company's prior written consent. However, Company may assign or transfer this Agreement, and all of its rights and obligations, to a successor in interest or affiliate of Company in the event of its merger, consolidation, change in control or similar transaction as a result of Company's corporate restructuring, without Customer's prior written consent.

5. The following language is added (underlined) to and deleted (strikethrough) from Section 11.13:

"...**Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of ~~Delaware~~ California, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in ~~Wake County, North Carolina~~ Humboldt County, California, to whose exclusive jurisdiction the parties hereby consent. This Agreement is subject to any additional California and federal restrictions, limitations or conditions that may affect the provisions, terms of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction, where applicable. In the event any applicable law referred to in this Agreement is amended during the term hereof, the parties agree to comply with the applicable amended provision as of the effective date of such amendment."

6. The following language shall be added to the Agreement as Section 11.17:

"Section 11.17 Hold Harmless for Medi-Cal Beneficiaries. In the event Customer cannot, or will not, pay for the Professional and/or Subscription Services rendered by Company pursuant to the terms of this Agreement, Company shall hold harmless the State of California and Medi-Cal Beneficiaries."

7. The following language shall be added to the Agreement as Section 11.18:

"Section 11.18 Nuclear Free Humboldt County Ordinance Compliance: ~~Company~~ certifies by its signature below that it is not a Nuclear Weapons Contractor, in that Company is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Company agrees to notify Customer immediately if it becomes a Nuclear Weapons Contractor as defined above. Customer may immediately terminate this Agreement if it determines that the foregoing certification is false or if Company becomes a Nuclear Weapons Contractor."

8. The following language shall be added to the Agreement as Section 11.19:

"Section 11.19 Reports. Company agrees to reasonably assist Customer with the preparation of any and all reports that may be required by local, state and/or federal agencies for compliance with

this Agreement. Company shall provide such assistance to Customer no later than fifteen (15) days after receiving notice that assistance is required by Customer.”

9. The following language shall be added to the Agreement as Section 11.20:

“**Section 11.20 Drug Free Workplace.** By executing this Agreement Company certifies that it will comply with any and all applicable laws and regulations of the State of North Carolina regarding maintaining a drug free workplace. Company will make a good faith effort to ensure that all of its employees, while working on Customer’s property, do not possess and will not be under the influence of, illegal drugs or alcohol or abuse prescription drugs.”

10. The following language shall be added to the Agreement as Section 11.21:

“**Section 11.21 Dispute Resolution.** At Company’s sole discretion, hereby agrees to provide Customer with written notice within thirty (30) days of becoming aware of a dispute. Company further agrees to cooperate with Customer in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Customer’s appointed senior representative. Senior representatives of the parties shall meet within thirty (30) days after receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar state statute.”

11. The following language shall be added to the Agreement as Section 11.22:

“**Section 11.22 Public Records.** Company hereby acknowledges that this Agreement, including all Ordering Documents executed hereunder and other attachments incorporated herein by reference are public records subject to disclosure pursuant to the California Public Records Act (California Government Code Sections 6250, et seq.).”

12. In the event that Customer uses Medi-Cal Funds to pay any fees under this Agreement, the provisions referenced in Exhibit A – Special Provisions for Medi-Cal Funding, which is attached hereto and incorporated herein by reference as if set forth in full, shall apply to the Agreement.


Except as amended herein, all of the terms, conditions and covenants of the Agreement shall remain in full force and effect. Any inconsistencies between this Amendment and the Agreement shall be governed by this Amendment. Any terms used but not defined in this Amendment will have the meanings ascribed in the Agreement.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Amendment as of the Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Amendment for and on behalf of such party.

[Signatures on Following Page]

AMENDMENT SIGNATURE PAGE

RELIAS LEARNING LLC:

Signature: 
Name: MARK BELLET
Title: COO

Date: 3/11/16

COUNTY OF HUMBOLDT:

By: 
Mark Lovelace, Chair
Humboldt County Board of Supervisors

Date: 4-5-16

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 3/18/14

LIST OF EXHIBITS:

Exhibit A – Special Provisions for Medi-Cal Funding

Exhibit B – Scope of Work

Exhibit C – Pricing

EXHIBIT A

SPECIAL PROVISIONS FOR MEDI-CAL FUNDING

In the event that Customer uses Medi-Cal Funding to pay any of the fees under the Agreement, the below provisions shall apply. The parties agree that if Company violates the below provisions, Customer's exclusive remedy shall be to terminate or suspend this Agreement in its sole discretion.

1. AUDIT AND RECORD RETENTION:

- A. Maintenance of Records. For three years after the termination of this Agreement, Company shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "financial records" for the purpose of this provision.
- B. Government Access to Records and Facilities. Company's facility or office or such part thereof as may be engaged in the performance of this Agreement and its financial records related to its performance under the Agreement shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Federal Examination and Audit. Company agrees that the California Department of Health Care Services ("DHCS"), the California Department of General Services, the Bureau of State Audits, or their designated representatives, including the Comptroller General of the United States, shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement. Company agrees to allow the auditor(s) access to such financial records during normal business hours and to allow interviews of any employees who might reasonably have information related to such financial records.
- D. State Examination and Audit. Pursuant to California Government Code Section 8546.7, Company shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this Agreement. Company shall hold Customer harmless for any liability resulting from said audit.
- E. Preservation of Records. Company shall preserve and make available his/her financial records for a period of three (3) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement or by subparagraphs 1 or 2 below.
 1. If this Agreement is completely or partially terminated, the financial records relating to the Professional and/or Subscription Services terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit, or other action involving the financial records has been started before the expiration of the three (3)-year period, the financial records shall be retained until completion of the action and resolution of all issues which arise there from, or until the end of the regular three (3)-year period, whichever is later.

- F. Legal Compliance. Company shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Section 10115.10 of the California Public Contract Code, if applicable.
- G. Record Storage and Reproduction. Company may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and financial records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said financial records, Company must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said financial records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

2. INSPECTION RIGHTS:

Company shall allow Customer, DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness and timeliness of the Professional and/or Subscription Services performed under this Agreement, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by Company, and its subcontractors hereunder, pertaining to such Professional and/or Subscription Services at any time during normal business hours, for a period of at least three (3) years from the close of the DHCS fiscal year in which this Agreement was in effect. Books and records include, but are not limited to, all physical records originated or prepared pursuant to Company's performance of the obligations and duties contained in this Agreement, including working papers, reports, financial records and books of account, client records, prescription files, subcontracts and any other documentation pertaining to covered services and other related services for clients. Upon request, at any time during the above-referenced period, Company shall furnish any such record, or copy thereof, to Customer, DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives. Customer and all other duly authorized local, state and federal agencies shall maintain the confidentiality of such books and records in accordance with any and all applicable laws and regulations.

3. MONITORING:

Company agrees that Customer and any other duly authorized local, state or federal agencies, including, without limitation, DHCS, have the right to monitor all activities related to this Agreement, including the right to review and monitor Company's records, programs or procedures related to its performance, at any time, as well as the overall operation of Company's programs in order to ensure compliance with the terms and conditions of this Agreement. Company will cooperate with a corrective action plan, if deficiencies in Company's records, programs or procedures are identified by Customer or any other duly authorized local, state or federal agency. However, Customer is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of the Professional and/or Subscription Services performed by Company pursuant to the terms of this Agreement.

4. NONDISCRIMINATION:

During the performance of this Agreement, Company, for itself, and its assignees and successors in interest, agrees as follows:

- A. Compliance with Anti-Discrimination laws. Company hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504

of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Title 2 of the California Code of Regulations Sections 8101 et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- B. Provision of Professional and Subscription Services. Consistent with the requirements of any and all applicable local, state and/or federal laws and regulations, Company shall not: engage in any unlawful discriminatory practices in the assignments of accommodations, treatment, evaluation, employment or personnel; or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.
- C. Employment Practices. In connection with the Professional and/or Subscription Services provided hereunder, Company, and its subcontractors hereunder, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by federal, state, or local laws or ordinances. Company shall take affirmative action to ensure that qualified applicants are employed, and that employees are managed during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.
- D. Solicitations for Employment. Company shall, in all solicitations or advancements for employees placed by or on behalf of Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. Notification to Current and Prospective Employees. Company shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or DHCS, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state Company's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- F. Notification to Labor Unions and/or Workers' Representatives. Company shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State of California, advising the labor union or workers' representative of Company's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- G. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. Company shall comply with all the provisions of, and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and of the Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- H. Access to Records Regarding Non-Discrimination Compliance. Company shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by duly authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- I. Sanctions for Non-Compliance. In the event of Company's non-compliance with the requirements of the provisions herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and Company may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- J. Incorporation of Provisions. Company shall include the provisions set forth in this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor. Company shall take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing

such provisions, including, without limitation, sanctions for non-compliance provided, however, that in the event Company becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Company may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State of California and of the United States.

5. DISCLOSURE REQUIREMENTS:

- A. Notification of Change in Ownership and Control. In the event of a change in ownership or control of Company, within thirty five (35) day after the occurrence thereof or upon request of Customer, Company shall notify Customer of any change in ownership or control of Company and provide information as requested by Customer. In the event that Company is required to make any disclosures under this provision, the parties agree to execute a Confidentiality Agreement prior to Company disclosing such information. The disclosures to be provided shall include, without limitation:
1. The name and address of any person (individual or corporation) with an ownership or control interest in Company. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 2. Date of birth and social security number (in the case of an individual);
 3. Other tax identification number (in the case of a corporation with an ownership or control interest in Company or in any subcontractor in which Company has a five percent (5%) or more interest);
 4. Whether the person (individual or corporation) with an ownership or control interest in Company is related to another person with ownership or control interest in the same or any other contractor of Customer as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Company has a five percent (5%) or more interest is related to another person with ownership or control interest in Company as a spouse, parent, child or sibling;
 5. The name of any other disclosing entity in which Company has an ownership or control interest; and,
 6. The name, address, date of birth, and social security number of any managing employee of Company.
- B. Disclosures Related to Business Transactions. In accordance with 42 C.F.R. Sections 455.101 through 455.106, Company shall submit disclosures regarding certain business transactions within thirty five (35) days after receiving Customer's request for such information. The disclosures to be provided shall include, without limitation:
1. The ownership of any subcontractor with whom Company has had business transactions totaling more than Twenty Five Thousand Dollars (\$25,000) during the twelve (12) month period ending on the date of the request; and
 2. Any significant business transactions between Company and any wholly owned supplier, or between Company and any subcontractor, during the five (5) year period ending on the date of the request.

C. Disclosures Related to Persons Convicted of Crimes. Upon request by Customer, Company shall submit disclosures regarding its owners, persons with controlling interest, agents, and managing employees' criminal convictions related to federal health care programs pursuant to 42 C.F.R. Section 455.106(a)(1)-(2). Company shall submit the following disclosures:

1. The identity of any person who is a managing employee of Company who has been convicted of a crime related to federal health care programs (42 C.F.R. Section 455.106(a)(1)-(2)); and
2. The identity of any person who is an agent of Company who has been convicted of a crime related to federal health care programs. (42 C.F.R. Section 455.106(a)(1)-(2)). For purposes of this provision, the word "agent" has the meaning set forth in 42 C.F.R. Section 455.101.

6. FEDERAL HEALTH CARE PROGRAM EXCLUSION:

- A. Certification of Eligibility. By executing this Agreement, Company certifies, to the best of its knowledge, that neither it nor any of its current staff members are restricted or excluded from providing services under any health care program funded by the federal government, either directly or indirectly, in whole or in part.
- B. Employment of Ineligible or Excluded Individuals or Entities. Company shall not employ or contract with providers or other individuals and entities excluded from participation in federally funded health care programs (as defined in Section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the California Children's Insurance Program, except for emergency services.
- C. Disclosure Requirements. Company shall immediately disclose to Customer any debarment, exclusion or other event that causes Company, or any member of its staff to be ineligible for participation in federally funded health care programs. If Company discovers that a staff member has become ineligible for, or excluded from, participation in federally funded health care programs, Company shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.
- D. Effect of Non-Compliance. Failure by Company to meet the requirements of this section shall constitute a material breach upon which Customer may immediately terminate or suspend this Agreement.

7. COMPLIANCE WITH LAWS:

- A. Company agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to services provided pursuant to the terms and conditions of this Agreement, including any Ordering Documents executed hereunder and other attachments incorporated herein by reference.
- B. Humboldt County Mental Health Managed Care Agreement. Company agrees to comply with all provisions applicable to subcontractors in the Mental Health Managed Care Agreement (State Standard Agreement No. 12-89364) that Customer has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. The above-referenced agreement can be obtained online at:
http://humboldt.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=707.

- C. Humboldt County Mental Health Performance Agreement. Company agrees to comply with all provisions applicable to subcontractors in the Mental Health Performance Agreement (State Standard Agreement No. 15-92091) that Customer has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. The above-referenced agreement can be obtained online at: <http://humboldt.legistar.com/gateway.aspx?M=F&ID=c72dd39b-ceaa-4525-a547-bad44bd2ce6f.pdf>
- D. Licensure Requirements. Company agrees to comply with any applicable local, state and federal licensure, certification and accreditation standards.

8. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by Company in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

9. SUBCONTRACTS:

Company shall obtain prior written approval from Customer before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to the applicable terms and conditions of this Agreement including, without limitation, the licensing, certification, privacy, security, and confidentiality requirements provided herein. Company shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by Customer or not.

EXHIBIT B SCOPE OF WORK

This SOW shall be subject to the terms and conditions of the Agreement, and is hereby incorporated by reference.

Company Responsibilities

Company shall host Customer's customized Training website and database.

Implementation Services

Company shall work with Customer to implement Company's Learning Management System (LMS). The implementation services process, of one to three months, accomplished virtually, includes the following tasks and approximate time frames required for completion. Actual time frame will be based upon factors including Customer's and Company's staff availability and response to requests for information.

Week 1- Initial Contact

- As soon as the Agreement is executed, Company's designated Project Manager shall contact Customer's Project Manager to schedule the kickoff call, recommend members of the Customer's Implementation Team, and provide LMS overview training materials.
- Company's monthly webinar calendar, basic system requirements guide, and overview of the implementation process shall be sent to Customer.
- As appropriate for their level of site access, Customer's designated administrators, instructors and supervisors may begin attending monthly training webinars on various functions in the site, including but not limited to, reports, building courses, modifying curricula, building and assigning requirements, adding/removing users, and modifying the hierarchy. Access to webinars may continue throughout the implementation process.

Week 2 -Initial Kickoff Meeting/Employee Demographic Liaison Meeting

- During initial kickoff call. Company's Project Manager shall meet with Customer's Implementation Team to review the implementation process, provide access to the LMS website and set specific timeframes for the implementation based on Customer's needs.
- Customer's website is built with Company's Behavioral Health Essentials Library, as specified on the Purchase Schedule, and Customer's administrators shall be given access.
- Customer's Project Manager and/or Customer's Liaison may request assistance from

Company's Project Manager concerning submission of employee data and Customer organizational hierarchy that will group Customer users in the site. Monthly webinars on bulk load/hierarchy process also provide information on these processes.

Week 3- Employee Bulk Load and Hierarchy Complete

- Customer finalizes hierarchy and bulk load spreadsheet. Customer either creates hierarchy into the site directly or sends to Company's Project Manager.
- Customer submits completed bulk load spreadsheet to Company.
- Company shall upload users within one week of receiving completed bulk load spreadsheet.
- After User information and data are uploaded into a live production site, Company shall ensure all systems are working properly.

Week 4- Train the Trainer Meeting

- Company's Project Manager meets with Customer's Implementation Team and Customer's Liaison to orient them to the LMS site and develop end user training plan. Customer shall be provided with training materials to use to train staff on use of training center. Training materials shall include, but are not limited to, end user webinar, user manual and quick guide, welcome online course, sample introductory letter to users, sample password form, sample policies of use.

Weeks 5-8- Training Plan Design Meetings

- Company's Project Manager and Customer's Implementation Team have working meetings to design the training plan based on Customer's review of Company's Behavioral Health Essentials Library and a discussion of their current training program. Meetings will also include a review of administrator functionality that pertains to setting up requirements and Company training materials, planning guides and tools that Customer can use to assist in the process of mapping out and creating training requirements.

Weeks 8-12- Advanced Functionality Training

- As Customer's Implementation Team attends LMS webinars and reviews manual, Company's Project Manager will meet with team and assist with the following site functionality: building courses, creating live classroom courses for user registration, adding agency specific content to Company courses, use of additional user roles (instructor/supervisor), setting automated assignment of training requirements, historical data upload if requested by Customer, options for automated user management (adding and editing user information), and running reports.

Weeks 10-12- Transition from Implementation to Support Meeting

- The Company Project Manager and Customer's Implementation Team meet to review adding additional requirements to the site and to transition to support. Meeting will review curricula creation, policies regarding course builds and customizations, and utilization of support and online resources.

One Month Post Implementation Complete-Customer Satisfaction Survey

- One month post Implementation Customer is surveyed on their satisfaction with the implementation process and progress on adding requirements to the site. This feedback is used by Company to improve the process; and if Customer needs further assistance with curricula creation, the Company's Implementation Project Manager will follow up.

Three Months Post Implementation Complete- 3 month Follow-up Call

- Three months post-implementation completion, Company's Project Manager will contact Customer to review site usage, assist with any implementation related issues, answer questions, and refer to Company support and training resources for continued follow up.

Annual Services:

- Tracking and Reporting -Training Center shall provide for tracking and documentation of online, live and off-site training provided to Registered Users. Training Center reports allow Registered Users, who are granted reporting permission by Liaison, to view Registered User data related to course completions, compliance with and completion of assigned curricula, surveys and tests and user demographics. Reports may be filtered by hierarchy level and other user defined fields.
- Course Library- Company shall permit Customer Registered Users to select any courses from Company's Behavioral Health Essentials Library, including new courses as they are periodically added to the Behavioral Health Essentials library. As courses are changed or retired from the Behavioral Health Essentials library, Company shall notify Customer in accordance with the Agreement. Customer may customize courses to meet specific organizational requirements by adding reference materials and sections to an existing course at no extra charge, provided material within the course does not require editing and substantial reformatting of the course is not required.
- Course Development- Company shall grant Customer permission to develop and add

an unlimited number of Customer courses at no additional charge using Company's integrated Course Assembler. Files uploaded for use in the Course Assembler may not exceed 150MB in size.

- Support - Company shall provide ongoing assistance to Customer's Liaison through Company's Support Department via a link on Company' website and via the Support toll-free telephone number listed on Company' website. Support requests that are submitted via the Support Center on the weekends and holidays shall be reviewed within Company' standard procedures. Customer Liaison will be responsible for first line support to Registered Users and training Registered Users on the use of the Training Center.

Company shall provide Training Center information for Registered Users including instructional videos, printable guides, and a user manual. Information may be accessed via Relias Connect.

Relias Connect - Relias Connect provides Customer with a source for Company provided training materials and resources and access to forums to share experiences and solicit advice and information from other organizations that contract with Company for a Training Center. Customer is solely responsible for any information provided or acquired from Relias Connect User forums.

- Trainings - Company shall provide free monthly webinar trainings on varying topics including, but not limited to: creating courses, tests and surveys for the Training Center; creating competencies; scheduling classroom classes; understanding the management reports; and entering outside training events to the Training Center. Customer Liaison shall be notified of the training schedule for each month via email and on the training calendar available in Relias Connect. Registration for each webinar is limited to 1,000 individuals and each individual must have an Internet connection and a telephone line.

Customer Responsibilities

- **Registration** - Customer shall provide Company with required demographic data for all Registered Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Registered Users may be done manually or using the specified electronic format to bulk upload Registered Users into the Training Center. The number of Registered Users specified on the Ordering Documents is the minimum number of users that Customer anticipates will be using the system and is the number of users upon which the Licensing Fee is based.

- Liaison - Customer shall designate to Company a primary contact who shall function as the Liaison to Company. Customer's Liaison will be responsible for first line support to Registered Users and training Registered Users on the use of the Training Center. If Customer employee functioning in Liaison role leaves Customer's Department of Behavioral Health, Customer shall promptly appoint a new Liaison.
- Cooperation - Customer shall cooperate with Company to facilitate the provision of Services by Company.

EXHIBIT C

PRICING

Subject to the terms and conditions of the Agreement, Customer's maximum Annual Subscription Total during the initial term shall be as follows:

Subscription Services Period	Annual Subscription Total
04/01/2016 – 03/31/2017	\$32,425.90 (Includes a one-time Site Set Up Fee of \$2,500.00)
04/01/2017 – 03/31/2018	\$31,422.20
04/01/2018 – 03/31/2019	\$32,993.30